



**Illinois
Central
Gulf**

An **IC Industries** Company

William H. Sanders
Corporate Counsel

**Illinois Central
Gulf Railroad**
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601
(312) 565 1600

November 15, 1977

7-3434020

RECORDATION NO. 6630-B Filed & Recorded

DEC 9 1977 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

CC Washington, D. C.

Honorable H. Gordon Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20436

Re: Illinois Central Railroad Equipment Trust, Series 65
recorded June 14, 1972, Recordation No. 6630

Dear Mr. Homme:

Enclosed for recording with the Interstate Commerce Commission is a Supplement dated as of November 10, 1977 to the above agreement, which was recorded as shown above. Illinois Central Gulf Railroad Company is the successor in interest to both Gulf, Mobile and Ohio Railroad Company and Illinois Central Railroad Company.

Also enclosed is a check payable to the Interstate Commerce Commission to cover the recording fee for this Supplement.

The parties to this transaction are:

Trustee-Lessor: Morgan Guaranty Trust Company of New York
23 Wall Street
New York, N. Y. 10015

Lessee: Illinois Central Gulf Railroad Company
233 North Michigan Ave., Chicago, Ill. 60601

The Equipment covered by the Supplement is: 10 100-ton Hopper Cars, numbered ICG 776404-776410, both inclusive, and ICG 776444-776446, both inclusive.

Upon completion of the recording, please deliver to the bearer of this letter all counterparts not required for retention in your files.

Very truly yours,

W. H. Sanders
W. H. Sanders

Enc.

RECORDATION NO. 6630-1 Filed & Recorded

DEC 9 1977-1 25 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of November 10, 1977

TO

ILLINOIS CENTRAL RAILROAD EQUIPMENT TRUST

Series 65

Dated as of June 15, 1972

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Trustee

AND

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of November 10, 1977, by and between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York (hereinafter called the Trustee), and ILLINOIS CENTRAL GULF RAILROAD COMPANY (as successor to Illinois Central Railroad Company), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company):

WHEREAS, in accordance with the provisions of a certain Equipment Trust Agreement, dated as of June 15, 1972, by and between the Trustee and the Company (hereinafter called the Agreement), certain railroad equipment (hereinafter called the Trust Equipment) has been transferred to the Trustee and the title thereto vested in the Trustee; and the Trust Equipment was leased by the Trustee to the Company for the term and the rental and upon the conditions therein provided, which said Agreement constitutes Illinois Central Equipment Trust, Series 65 ; and

WHEREAS, said Agreement provides that sums paid to the Trustee (a) under the third full paragraph of Section 3.4 of Article III of the Agreement, together with any deposited cash then held (b) under the second full paragraph of Section 4.9 of Article IV of the Agreement and (c) under the first full paragraph of Section 4.7 of Article IV of the Agreement shall be applied by the Trustee to the purchase of other railroad equipment; and

WHEREAS, the Trustee now holds sums arising from one or more sources listed in the preceding WHEREAS clause and the Company desires to cause to be vested in the Trustee the title to additional railroad equipment (hereinafter called Additional Trust Equipment) approved by the Company as to its qualification as substitute Equipment, to be acquired with funds in possession of the Trustee as aforesaid;

NOW, THEREFORE, for and in consideration of the rents hereinafter provided for and the covenants herein contained, this Supplemental Equipment Trust Agreement WITNESSETH as follows:

ARTICLE I.

The Company does hereby cause to be sold, assigned, transferred and set over unto the Trustee, as Trustee for the owners of Illinois Central Equipment Trust Certificates, Series 65, the Additional Trust Equipment described in ARTICLE II hereof. The Company will

deliver or cause to be delivered the said Additional Trust Equipment in accordance with the provisions of Section 3.1 of Article III of the said Agreement.

ARTICLE II.

The Trustee, acting in pursuance of the aforesaid Agreement, has let and leased and does hereby let and lease to the Company the following Additional Trust Equipment (first put into service after November, 1972) of Illinois Central Equipment Trust, Series 65, to-wit:

Number of Units	Description	Date in Service	Original Cost	Present Fair Value
10	100-ton Hopper Cars, numbered as follows:			
	ICG 776404	12/72	\$17,175	\$14,469
	776405	"	17,175	14,469
	776406	"	17,175	14,469
	776407	"	17,175	14,469
	776408	"	17,175	14,469
	776409	"	17,175	14,469
	776410	"	17,175	14,469
	776444	"	18,200	15,332
	776445	"	18,200	15,332
	776446	"	18,200	15,332
			<u>\$174,825</u>	<u>\$147,279</u>

ARTICLE III.

The equipment described in ARTICLE II replaces the following railroad equipment originally let and leased under the Agreement, which has been destroyed and which is hereby deleted from the Trust:

<u>Number of Units</u>	<u>Car Number</u>	<u>Description</u>
9	765516	100-Ton Covered Hoppers
	765444	" " " "
	765542	" " " "
	765495	" " " "
	765437	" " " "
	765502	" " " "
	765497	" " " "
	865135	70-Ton Woodchip Cars
	865194	" " " "

ARTICLE IV.

The Trustee and the Company covenant and agree that the lease of the Additional Trust Equipment as provided in ARTICLE II hereof shall be upon and subject to the terms and conditions of the said Agreement, and such Additional Trust Equipment shall be part of the Trust Equipment, subject to all the terms and conditions of the said Lease and of the said Agreement in all respects as though it had been part of the original Trust Equipment specifically described in the said Lease.

ARTICLE V.

The Company, with all convenient speed, will cause this Supplemental Equipment Trust Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 20c of the Interstate Commerce Act and will promptly furnish to the Trustee evidence of such filing and recordation and an opinion of counsel for the company with respect thereto satisfactory to the Trustee. The Company covenants and agrees to pay the expenses connected with the preparation, execution, recording, registration and filing hereof and of any instruments executed under the provisions hereof.

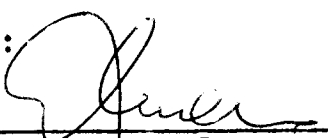
ARTICLE VI.

This Agreement may be simultaneously executed in any number of counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

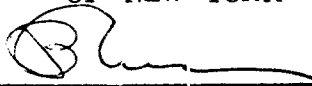
IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

ATTEST:




Assistant Secretary
A. Cordaro



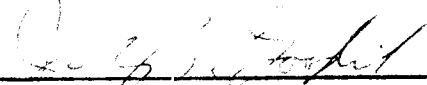
TRUST OFFICER P. J. Crooks

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

ATTEST:



Assistant Secretary



Treasurer

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 5th day of December, 1977 before me personally appeared P. J. Crooks, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of Morgan Guaranty Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

MAUREEN McSHANE
NOTARY PUBLIC, State of New York
No. 24-4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1979

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 10TH day of NOVEMBER 1977 before me personally appeared JOHN B. GOODRICH, to me personally known, who being by me duly sworn, says that he is Treasurer of Illinois Central Gulf Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert H. Hughes

Notary Public

My Commission Expires November 23, 1980